



United States
Department of
Agriculture

Agricultural
Marketing
Service

Stop 0253-Room 2610-S
1400 Independence Avenue, SW
Washington, DC 20250

ANNOUNCEMENT LS-10

MAY 2004

**PURCHASE OF FROZEN BEEF PRODUCTS
FOR DISTRIBUTION TO CHILD NUTRITION AND
OTHER FEDERAL FOOD AND NUTRITION PROGRAMS**

I. GENERAL

- A. The Department of Agriculture (USDA) will periodically issue Invitations under this Announcement for offers to sell to USDA frozen beef products as described in the attached References to Applicable Bid and Contract Provisions (see Exhibit A). In addition to product descriptions, this exhibit also provides information on the applicable Technical Requirements Schedule (TRS), GB-2004, Ground Beef Items, Frozen, dated May 2004.

The frozen beef products will be purchased on a competitive bid basis from suppliers who have met the requirements described in Section I.D.5. Interested suppliers may submit a technical proposal at any time during this purchase program. Suppliers should allow 10 working days from receipt of the technical proposal by USDA for notification of the results of the evaluation from the Contracting Officer. Following notification of acceptance of the technical proposal(s), a supplier should promptly request a pre-award supplier assessment audit as outlined in Section I.D.5. A supplier is deemed eligible to bid after notification by the Contracting Officer.

Submission of a technical proposal is not binding on USDA. Actual purchases will be on a competitive bid basis as described in this Announcement and separately issued Invitations. The Invitations will specify the product type, offer date, closing time for receipt of bids, delivery or shipping period, destinations with any transportation restrictions, and any other provisions applicable to the proposed procurement, which are in addition to or different from those set forth herein (see Exhibit B for an example of an Invitation). Bids solicited under this Announcement and applicable Invitations are for delivery of products to USDA on a f.o.b. destination or f.a.s. vessel basis only.

Additional bid and contract provisions are included in the Annual Certifications, Representations, and Warranties (Appendix-1) and the General Terms and Conditions for the Procurement of Agricultural Commodities or Services, Revision 2, dated November 1984, and Amendments 1, 2, 3, and 4 dated October 1990, November 1990, August 1989, and March 1990, respectively, hereinafter referred to as USDA-1.

- B. Offerors are cautioned to carefully read this Announcement, Appendix-1, USDA-1, Invitations, TRS, and applicable instructions of the Agricultural Marketing Services' (AMS), Audit, Review, and Compliance (ARC) and Meat Grading and Certification (MGC) Branches. Failure to do so will be at the offeror's risk. These documents are incorporated into the contract (see Section IV of this Announcement). Offerors are cautioned that statements made by persons other than the Contracting Officer are not binding on the Government unless confirmed in writing by the Contracting Officer.
- C. Offer Prices and Evidence of Shipment/Delivery

Offer prices must be quoted and delivery of product must be on mechanically refrigerated cars or trucks at destination on a f.o.b. or f.a.s. vessel basis as specified in the applicable Invitation. Certain destinations that require delivery by TRUCK ONLY or RAIL ONLY, will be so identified in the Invitation. All product whether shipped by truck, rail, or piggyback must be palletized and stretchwrapped in accordance with the TRS and the contractor's approved technical proposal, unless the Invitation and subsequent contract specifies "NO PALLETS." **Contractors may arrange for pallet exchange with consignee; however, USDA is in no way responsible for such arrangements.** Destinations that are known to not participate in a pallet exchange will be noted on Invitations. Offers submitted on a basis other than f.o.b. destination or f.a.s. vessel will be rejected as nonresponsive.

When notified of shipments, consignees may request upgrading of delivery services; for example, delivery within the consignee's premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between contractor and consignee and any additional charges for special delivery terms are between the consignee and the contractor. Any charges invoiced to USDA for additional delivery services will be denied.

When making deliveries to more than one destination from the same railcar, the quantities required at each stopoff must be placed in separate compartments under seal. Each railcar compartment must be stacked in a manner that will preclude containers shifting while in transit.

Contracts, for all beef products purchased under this Announcement, will be awarded on a f.o.b. destination or f.a.s. vessel basis with quality assurance determined by USDA through pre-award assessment and post-award audits as described in Section I.D.5 or inspection and acceptance at origin. If product is checkloaded by an AMS agent as described in Option 1 of Section VII, and transportation is provided by other than common carrier, the contractor may submit an invoice for payment prior to actual delivery, provided the product is shipped 5 calendar days in advance of the Not-Later-Than (NLT) shipping or delivery date on the contract. Contractor must furnish with the invoice a copy of the AMS acceptance certificate and the signed commercial bill of lading indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract. If the contractor performs checkloading as provided by Option 2 in Section VII, the contractor must include with each delivery the contractor's certificate and a signed bill of lading or other commercial documentation evidencing the quantity shipped with each delivery. If transportation is provided by other than common carrier, the contractor must furnish, in support of the

contractor's invoice, a copy of the signed commercial bill of lading indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract. For products shipped under a delivery period basis and if transportation is provided by other than common carrier, the contractor must attach to the contractor's invoice a receipted copy of the appropriate delivery document evidencing the date of delivery and the quantity received at the destination specified in the contract.

D. Responsibility of Offeror

1. Annual Certifications, Representations, and Warranties

An offeror intending to submit bids must complete Annual Certifications, Representations, and Warranties in Appendix-1 and return it to the Contracting Officer at the mailing address listed in Section II. A. of this Announcement prior to the submission of its initial bid. The Appendix must be signed by an officer of the company. If there are any changes or revisions to the annual Appendix-1, offeror must submit an updated Appendix to the Contracting Officer or submit corrections or revisions prior to bid submission.

2. Standard Form 129--Solicitation Mailing List Application

An offeror intending to submit bids must also complete a Solicitation Mailing List Application (SF-129) and return it to the Contracting Officer at the mailing address listed in Section II. A. of this Announcement prior to the submission of its initial bid.

All items (except Item 18) of the SF-129 must be completed. (see Exhibit C). Offeror must also include the following information for Items 4, 8, 10, 14, 16B, 19, and 20:

Items 4 and 8: The Federal meat inspection establishment number or State inspection number and employer's identification number.

Item 8: Identify all affiliates of offeror (applicant as shown in 4) by providing full name, main office address, and employer's identification number and Tax Payer Identification Number (TIN) number of the affiliates. An "affiliate" is defined on the back of the SF-129.

Item 10: The specific products, purchased by USDA which the offeror is interested in supplying, weekly volume of production, capacity, and percent of capacity available for USDA contracts. Attach a separate list if additional space is needed.

Item 14: Company's TIN

Item 16B: Identify the freezer or warehouse to be used and its storage capacity.

Items 19 and 20: Must be an officer of the company.

Offeror must certify with each bid to the accuracy of the current SF-129 and Appendix-1 on file with the Contracting Officer.

3. Responsibility

A firm submitting an offer under this Announcement must be in compliance with the Federal standards for responsibility contained in Title 48 C.F.R. Subpart 9.1, USDA-1, this Announcement, and Invitations. A determination of the responsibility contained in Title 48 C.F.R. Subpart 9.1 must be made prior to a firm submitting a technical proposal. Facilities used in fulfilling USDA contracts must be operating under the (1) provisions of the Federal Meat Inspection Act (FMIA), 21 U.S.C. 601 et seq., and the regulations issued thereunder or (2) State meat inspection program operating under the State-Federal Cooperative Agreement, Section 301 of FMIA.

Contractor must be registered under the Central Contractor Registry (CCR) System as prescribed in Title 48 C.F.R., Subpart 4.1101 and will certify in Appendix-1 on file with the Contracting Officer.

Offeror must ensure that all products offered for USDA purchases are in compliance with applicable contract and specification requirements. Offeror shall authorize the Contracting Officer's Technical Representative (COTR) unrestricted access to all records that pertain to USDA contracts.

If a contract is awarded to an offeror, contractors and their raw material suppliers must comply with the following applicable requirements:

Contractor shall assure that meat used in the production of product under contract with USDA meets all material and microbiological requirements and other specification provisions as set forth in the applicable product specification.

If a contract is awarded to a contractor which intends to produce the product in a State-inspected meat packing plant operating under Section 301 of the FMIA, the following will apply:

The product to be produced under this Announcement must be for use in USDA programs in the State where the meat packing plant is located. If an intended recipient of the product cannot receive the product and the USDA cannot divert the product to another recipient within the producing State, the USDA will reject, at no cost to the USDA, any undelivered product produced by such State-inspected meat packing plants. Such rejection may occur at any time up until final acceptance by consignee. In the event of such rejection, the contractor must remove USDA markings from the rejected product.

Additionally, for State-inspected plants, nutrition labeling must be in accordance with State regulations and be equal to USDA-Food Safety and Inspection Services' (FSIS) regulations at 9 CFR Parts 317 and 320.

State inspected plants may not bid on certain products that require movement to interim facilities for processing or storage prior to shipment to another State. Each Invitation issued under this Announcement will identify bid restrictions, in whole or in part, on State-inspected plants.

4. Food Security Requirements

Contractor must have a written food security plan that provides for the security of a plant's production processes. The plan shall address the following areas: 1) food security plan management, 2) outside and inside security of the facility, 3) slaughter and processing, 4) shipping and receiving, 5) storage, 6) water and ice supply, 7) mail handling, and 8) personnel security. The plan will be subject to periodic review by the AMS, ARC Branch. See FSIS Security Guidelines for Food Processors at the following website:

<http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf>

5. Documentation and Assessment Requirements

To become an eligible supplier, the following must be submitted to the Contracting Officer, Agricultural Marketing Service, U.S. Department of Agriculture, Stop 0253, Room 2610-South Building, 1400 Independence Avenue, SW., Washington, D.C. 20250-0253, for evaluation and approval prior to bidding:

a. Technical Proposal Requirement:

- 1) Include a detailed description of the beef item offered and each of the production steps that are taken to meet or exceed the minimum product requirements set forth in the TRS. (Plan/Do)
- 2) Describe all the quality assurance methods used to verify conformance to all requirements. This will include the monitoring and measurements taken during the process to verify conformance with each requirement. All measurement results shall be recorded and made available to AMS. (Check)
- 3) Identify all corrective actions to be taken if deviations from contractual and specification requirements occur during production, and all preventative actions to be taken to preclude a reoccurrence. (Act)
- 4) The technical proposal shall follow the format as describe in Section II. E., technical proposal format. Offeror's proposal should be brief and concise.
- 5) The technical proposal shall be preceded by the following, as required by the template:
 - a) Table of Contents listing the major areas as they appear in the technical proposal template; and
 - b) List of attachments, forms provided with the proposal, if appropriate.

- 6) The technical proposal should be written in the following format:
 - a) Plan and Do - A description of the planning and production steps taken to meet each requirement.
 - b) Check - Describes all the quality assurance methods that will be used to verify conformance to each requirement. This will include the monitoring and measurement taken during the process (all measurement results shall be recorded and made available to AMS).
 - c) Act - Identifies all corrective actions to be taken if deviations from contractual and specification occur during production and all preventative actions taken to preclude reoccurrences.

The COTR will review each technical proposal to determine if the proposal is adequate. The Contracting Officer will notify the supplier of the status of their technical proposal.

Once a supplier is notified by the Contracting Officer that the technical proposal meets the applicable criteria, the ARC Branch will contact the supplier to set up a pre-award onsite capability assessment.

b. Assessment by the ARC Branch

After the technical proposal(s) are evaluated and approved, an ARC Branch auditor will perform an onsite assessment of the facilities, processes, and quality control program used to produce the product(s) to determine the supplier's ability to meet contractual requirements. The following assessments will apply:

1) Pre-Award Onsite Capability Assessment

The pre-award onsite assessment (audit) will include, but is not limited to, a thorough evaluation of the potential contractors' and subcontractors' facilities, processes, quality control program, equipment, procedures, and the appropriate documents and forms used during the production of the beef item.

Documentation must support the production of the beef item that complies with the TRS and the potential contractor's approved technical proposal. In addition, the audit will consist of the review of records related to purchasing, receiving, production, quality control, inventory and shipping records, and interviews with management and production personnel.

Upon completion of the onsite capability assessment, the auditor will provide a report to the Contracting Officer for final review. After the supplier has satisfactorily completed the pre-award, onsite capability assessment, the supplier will receive written notification from the Contracting Officer of their eligibility to bid.

If the report states that the process is inadequate, the applicant will be notified by the Contracting Officer that they are ineligible to bid. The applicant will have an opportunity to correct identified deficiencies, modify their process and/or technical proposal, and resubmit for further consideration. Eligibility will depend on whether the modifications demonstrate that the process is capable of delivering frozen beef products in compliance with the TRS, the applicable assessment by USDA, and other applicable contractual requirements.

2) Post-Award Assessment

Eligible suppliers who receive contracts must have their technical proposals and supporting documentation readily available for review by AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

The ARC Branch will conduct an onsite audit of the contractor's and subcontractor's facilities and processes when production commences for the first contract awarded. Additional audits will be conducted as determined by the Contracting Officer, but not less than once per month for contractors or subcontractors with continuous or multiple contracts, or once per contract for intermittent contractors. At the discretion of the Contracting Officer, more frequent audits may be conducted when audit deficiencies are detected.

3) Post-Award Actions

Any deviation from contractual requirements will be immediately reported by the contractor to the Contracting Officer. The Contracting Officer will notify the contractor regarding eligibility to continue to participate as a contractor.

Contractor will assure that the delivered product complies with the provisions of the TRS, the applicable assessment by USDA, and the contractor's technical proposal approved by the Contracting Officer.

6. Responsibility of Subcontractors/Suppliers

Contractors shall include, and subcontractors must meet, the responsibility terms in the above paragraph D.3. of this section in every subcontract for supplies or services used by the contractor in fulfilling USDA contracts, either directly or indirectly, and obtain certification of responsibility, as described in Appendix-1 to this Announcement from any subcontractors and suppliers.

Contractors shall include, and subcontractors must comply with, the domestic products clause in paragraph I.F. of this section for all subcontracts for meat or meat products used in fulfilling any contracts under this Announcement. Prior to their performance on the contract, subcontractors or suppliers of beef to be used in fulfilling contracts must be approved by the ARC Branch for compliance with domestic origin and all other applicable requirements. All shipping containers must be labeled as "Domestic Only Product" on the

principle display panel. Refer to paragraph I.F. of this Announcement and the ARC Branch instruction 1010 USDA Supplier Eligibility Program for procedures on requesting domestic origin reviews and fees for service.

Subcontractors or suppliers of beef: (1) are ineligible to supply product if they do not have a domestic product and slaughter programs approved by the ARC Branch, if they are currently delivering late on USDA contracts, or USDA-approved subcontracts and late delivery is not due to causes beyond their control; and (2) shall be deemed nonresponsible if they are not operating under the provisions of the Federal Meat Inspection Act or have been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4.

Meat products furnished by a subcontractor or supplier must also comply with the material, microbiological, and other specification requirements as set forth in the applicable product specification.

7. Past Performance

The offeror must certify to timely performance on current contracts and subcontracts in **Item 4** of the Certification Section under the Domestic Electronic Bid Entry System (DEBES) offer (Exhibit D). A determination that any past or current late performance was beyond the control or negligence of the contractor or the contractor's subcontractor **must be made by the Contracting Officer prior to bid opening**. An offeror will be deemed nonresponsible if the offeror **or any of its affiliates or subcontractors** are delivering late on other contracts or subcontracts with USDA and the late delivery is not due to causes beyond the contractor's or the subcontractor's control. This provision, as it pertains to small business, is a deviation from 48 C.F.R. Subpart 19.6.

A false certification may result in rejection of the offer, suspension, and debarment by USDA, termination of the contract, liability for damages under the provisions of USDA-1, or criminal prosecution.

Offerors are cautioned NOT TO BID on product quantities exceeding a level that the offeror can reasonably expect to deliver in accordance with the contract schedule. On-time delivery is imperative because this product is used in school lunch and other USDA Federal food and nutrition programs. Late deliveries cause serious and substantial damages to USDA and to recipient agencies, some of which cannot be compensated for by liquidated damages.

Contractors shipping or delivering late on contract(s) must immediately notify the Contracting Officer of late shipments. If the contractor intends to request an extension due to causes beyond the control or negligence of the contractor, such notice must be made to the Contracting Officer 3 business days in advance of a bid opening in which the contractor wants to submit an offer. Notification and request for extension must include (1) documentary evidence of causes beyond contractor's control for each day requested, (2) a production report of completed and/or expected production, including pounds and dates, and (3) actual or expected shipment or delivery dates by Notice-to-Deliver (N/D) numbers (see Article 68 of USDA-1).

E. Buy American Certification

Meat and meat products with vegetable protein product and other grains must be domestic as defined in section I.F. below. This provision is a deviation from 48 C.F.R. part 25 and for the purposes of this Announcement supersedes Article 49 of USDA-1. Other minor ingredients, such as, seasonings, must comply with Article 49 of USDA-1.

F. Domestic Products

All meat or meat products used in fulfilling contracts awarded under Announcement LS-10 must be produced in the United States. United States-produced (hereafter referred to as U.S.-produced) beef means manufactured from cattle raised in the United States, its territories, possessions, Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States). U.S.-produced does not include imported beef or cattle imported for direct slaughter. If any meat or meat products originating from sources other than the United States are processed or handled, the contractor will develop and maintain an identification and record system for these products to assure USDA that they are segregated and not used to fulfill contracts awarded under this Announcement. Such segregation plan must be made available to the ARC Branch agent. The contractor will maintain records including, but not limited to, invoices, production and inventory records evidencing product origin, and will make such records available for review by the Government in accordance with Article 76 of USDA-1.

Prior to performance on USDA contracts or subcontracts, contractors and meat subcontractors must obtain approval of its domestic origin program and slaughter requirements from the ARC Branch (see ARC Branch Instruction 1010 USDA Supplier Eligibility Program) for requesting reviews of these requirements.

The contractor agrees to include this domestic origin certification clause in its entirety in all subcontracts for meat or meat products used in fulfilling any contracts awarded under this Announcement and obtain certification from each meat or meat products subcontractor that (1) the subcontractor has been approved by the ARC Branch for compliance with domestic origin and slaughter requirements; (2) the subcontractor will deliver only meat or meat products originating from U.S.-produced livestock as defined herein; and (3) all meat will be shipped in containers labeled as “Domestic Only Product” on the principle display panel.

Vegetable protein products and other grains must be produced from U.S. crops. Contractor must obtain certification from supplier either by letter that identifies product by production lot or a U.S. produced statement on label. Other minor ingredients, such as, seasonings, must be U.S. produced unless such product is not manufactured in the United States.

G. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

1. If the Government receives information that a contractor or a person acting for the contractor has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (P.L. 104-106), the Government may:
 - (a) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (b) Rescind the contract with respect to which:
 - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either (a) exchanging the information covered by such subsections for anything of value; or (b) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
2. If the Government rescinds the contract under paragraph 1 of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
3. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

H. Service of Protest

1. Protests, as defined in 48 C.F.R. part 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be deemed served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer designated in Section II.A.
2. A copy of any protest must be received by the Contracting Officer at the FAX or mailing address listed in Section II.A., within 1 business day of filing a protest with the GAO.

II. SUBMISSION OF OFFERS

A. Where and How To Submit Offers

1. Electronic Submission of Offers

All Offers must be submitted electronically by accessing the DEBES. Browser Requirements for DEBES for electronic bidding are described in Attachment I. An Offeror must request and receive a DEBES logon ID in order to access the website (See Attachment II for the form to request a logon ID). Only suppliers deemed responsible by the Contracting Officer will receive a DEBES logon ID.

Access the DEBES website at: <https://pcsd.usda.gov:3077/mdbc1000.exe?>

Once connected to DEBES, follow the online procedures. Click on the “Help” button for detailed instructions on using the system or call (202) 720-2650 for assistance.

AMS will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including, but not limited, to the following:

- a. Any failure of the offeror’s computer hardware or software;
- b. Availability of your Internet service provider (ISP);
- c. Delay in transmission due to the speed of your modem; or
- d. Delay in transmission due to excessive volume of Internet traffic.

The DEBES system will generally be available all day Saturday until 9:00 p.m. Central Time, and on Sundays from 8:30 a.m. until 3:30 p.m. Central Time. System availability may at times be subject to interruptions in service due to unscheduled maintenance.

If an offeror’s Internet Service Provider (ISP) is not available, an offeror may submit a bid via facsimile (FAX). If an offeror plans to submit a bid via FAX, offeror **MUST** contact the Contracting Officer for approval prior to faxing offers.

Note: Exhibits D, E, and F provide examples of how offers may be submitted via FAX.

e. **Facilities for receiving offers by FAX are as follows:**

FAX 202-720-0949 (24 Hours)

f. Verification: **USDA-AMS-LS-CP Branch**

(202) 720-2650 (6:30 a.m. - 4:00 p.m., Central time, Monday - Friday)

Faxed offers, modifications, or withdrawals of offers must be addressed as follows:

Contracting Officer
Livestock and Seed Program
Agricultural Marketing Service
U.S. Department of Agriculture
Stop 0253, Room 2610-South Building
1400 Independence Avenue, SW
Washington, D.C. 20250

B. Where and When to Submit Offers

Offers, modifications, or withdrawals of offers must be submitted to the Contracting Officer, Livestock and Seed Program, Agricultural Marketing Service (AMS), U.S. Department of Agriculture, Washington, D.C. 20250.

Offers, modifications, or withdrawals of offers under this Announcement must be received in **the DEBES lockbox, or, if authorized by the Contracting Officer faxed to the AMS, LS, CP Branch not later than 1:30 p.m., Central Time**, on the date specified in the Invitation. Invitations will be issued by FAX as needed and be available electronically through the USDA, AMS Commodity Procurement Home Page and posted on the DEBES Internet site. If the planned bid date in Exhibit G or the Invitation falls on a nonworkday for USDA employees in the District of Columbia, offers, modifications, or withdrawals must be received by **1:30 p.m., Central Time** on the next succeeding business day. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the last submission time recorded in DEBES or electronically captured at the AMS, LS, CP Branch in the event a bid is faxed.

NOTE: Once AMS has established an external portal site, invitations will no longer be sent by FAX, unless requested by supplier or USDA is experiencing technical difficulties at the portal site. Eligible suppliers will be granted access to the site and can subscribe to the appropriate folder(s). USDA will notify suppliers through a Notice to Trade.

C. Shipping/Delivery Periods

Planned shipping and/or delivery periods for each Invitation are included in Exhibit G. USDA may change this schedule or cease purchases depending on market conditions or funding considerations. Bidders are cautioned to refer to the applicable Invitation prior to bidding.

Shipping periods will be on the first half and second half of the month (e.g., July 1-15 and July 16-31). Contracts awarded on a delivery period reflect the recipient's expected delivery schedule.

D. Purchase Units

The purchase unit size for the various beef products purchased is shown in Exhibit A. The quantity offered on bids must be in purchase unit increments. An offeror may bid the entire quantity on the Invitation or a greater amount, but not less than one unit (40,000 pounds). Only one offer price may be quoted to any delivery point listed from each shipping point, including combined destinations bracketed as one line item. Offerors may rearrange the destination sequence on these combined delivery units.

E. What to Submit

Electronic Bid:

An offer must include each of the following items:

Section 1--General

1. Name, phone number, and complete address and zip code of Offeror (include both street and mailing address if different).
2. Identify submission as a bid.
STATE: Bid--ANNOUNCEMENT LS-10, Invitation No._.
3. Name and street address including zip code of (a) final processing point and (b) shipping point.

Section 2--Offer Form

1. Item number listed on applicable Invitation, destination, and price per pound delivered to specific destination, segregated by product type if more than one is requested.

Notes: For bids other than electronic, offerors may, at their own risk, exclude name of destination. Errors in item number(s) will not be apparent to Contracting Officer.

Quote only one delivered price per pound for each destination or multiple destinations listed as one item number. If more than one price per item is quoted, the line item will be ruled nonresponsive.

Estimated number of purchase units by destination will be listed on the Invitation. The offeror must not indicate the number of purchase units by destination. USDA may adjust the quantities listed on the Invitation based on offerings, market conditions, and/or program requirements.

Transportation restrictions will be shown on the Invitations.

The offeror may submit offers for as many destinations as desired. The maximum quantity to be awarded is determined by the constraints quoted in **Section 3, Constraints**, of the bid.

Offer prices may be quoted up to four places to the right of the decimal point. **If other than four places, any digit past the fourth will automatically be dropped.**

Section 3--Constraints

1. State maximum quantity of each commodity type (if applicable) to be awarded and/or maximum quantity overall for patties (if applicable), and/or maximum quantity overall for Invitation (if applicable), both in number of purchase units and equivalent net pounds for (shipment) or (delivery) to required destinations between (date) and (date) .

Notes: If offering is for more than one processing point, be sure to indicate the number of units offered for each commodity type and/or maximum quantity overall for each processing point.

Maximum quantity offered may be greater than demand shown on the Invitation.

Total maximum quantity overall for specific product types, such as patties, or Invitation is optional. If total overall is not quoted, AMS may award up to the maximum for each type.

State the applicable shipping period(s) or delivery period(s) associated with the Invitation.

Section 4--Certifications

1. For this bid, your company is designated as: (choose one)

- ☐ Large Business
- ☐ Large Minority Business
- ☐ Large Woman-Owned Business
- ☐ Large Woman-Owned Minority Business
- ☐ Small Business
- ☐ Small Minority Business
- ☐ Small Disadvantaged "Not 8A"
- ☐ Small Woman-Owned Minority
- ☐ Small Woman-Owned "Not 8A"
- ☐ "8a" Small Woman-Owned
- ☐ "8a" Small Disadvantaged

Note: For bids submitted electronically, if default designation is incorrect, please choose correct designation and notify Contracting Officer.

2. By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-10; Inv. ____; Appendix 1; Exhibit A dated May 2004 to LS-10 ,Contractor's Technical Proposal approved by the Contracting Officer; AMS audit team's initial report; USDA-1, Rev. 2, and Amds. 1, 2, 3, and 4, and the Federal Acquisition Regulations.
 - ☐ HAS
 - ☐ DOES
3. (a) Annual Representations, Certifications, and Warranties (Appendix 1) submitted to the contracting officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy):_____
- (b) If Appendix HAS been amended, enter date amended:_____ or N/A.
4. Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.
 - ☐ Does
 - ☐ Does Not
5. All products required under any existing USDA contract(s) or subcontract(s) with a Not-Later-Than date prior to this bid opening HAS been shipped/delivered?
 - ☐ Has
 - ☐ Has Not
 - ☐ Has Not, But Has Notified C/O
 - ☐ No Existing Contracts
6. By submitting this bid, offeror certifies that all products conforms with the Technical Requirements Schedule and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.
 - ☐ Does
7. Show name, title, fax and phone numbers of the person submitting this bid (must be an authorized company representative of the contractor).

Technical Proposal:

The following procedures establish the acceptable minimum requirements for the format and content of the proposals:

1. The Government has provided a technical proposal format which is to be used in preparing the technical proposal (See **Exhibit H**). The offeror shall submit technical proposals in both hard copies and an electronic format either on disk (3.5" diskette or CD) or e-mail. The technical proposal shall be saved in the portable document file (PDF) format. This format and electronic form provided will aid in the evaluation of the technical proposal.

2. Offers must submit diskettes or CD in sealed disk mailers that have been signed by the same individual that signed the original paper copy of the technical proposal. Offers submitting the electronic PDF format by e-mail must have sent by the same individual that signed the original paper copy of the technical proposal. By signing both the technical proposal and disk mailer, this individual will be attesting to the data in both formats being identical. The seals on this information will be broken by the Contracting Officer only. The technical proposal must be submitted by someone who is authorized by the company, as evidenced by the SF-129 on file with the Contracting Officer.
3. The Offeror will submit the appropriate number of copies as stated in the table below:

Description	Number of Hard Copies	Number of Diskettes/CD
Technical Proposal 1. 8 ½" x 11" White Paper; 2. One sided-Single spaced, (12 point font); 3. Proposal to be provided in protected document holder; and 4. Proposal submitted with all capital letters will be returned to Offeror without further review.	3 (Original + 2 copies)	1

4. While it is not the desire of the Government to penalize an offeror for noncompliance with formatting instructions, technical evaluators may have difficulty grading the technical proposal to the fullest extent possible. Technical evaluators will not be required to search other subsections or sections of the offeror's technical proposal for information requested for evaluation.

Note: All hard copies and diskettes/CD shall be mailed to the Contracting Officer at the address stated in Section II. A.

Technical Proposal Revisions

Changes to an offeror's proposal may be submitted based on the Government's Amendments, Clarification Request, pre-award and post-award assessments, or at the request of the offeror. Maintenance of the integrity and clarity of each proposal is critical. All technical proposal revisions must meet the following criteria:

1. Any changes to a technical proposal made by the offeror after its initial submittal shall be accomplished by submitting replacement pages or an entire technical proposal package. The offeror shall include the revision date and the appropriate page number(s). The offeror must include a cover letter that contains a brief description of the proposal changes.
2. Must be submitted in the same number of copies as the initial technical proposal and must have the same information provided on revised diskettes/CD. The revised diskettes/CD should contain only the pages that are being changed. Additional pages should be numbered using a page number suffix (e.g. 1.1, 1.2, 1.a., 1.b).

3. Submit changes to the technical proposals as a complete page change for each page on which a change occurs. Changes from the original page shall be on blue colored paper and the changes in text shall be **highlighted** or **bolded** and deletions in ~~strikeouts~~.

III. ACCEPTANCE OF OFFERS

The USDA will award contracts to offerors deemed eligible and responsible bidders whose bids conform to the Announcement and the applicable Invitation and whose bids are most advantageous to the Government in terms of, but not limited to, price, quantity needs at the specified destinations, and cost. The USDA requires a minimum acceptance period of 7 calendar days from the acceptance of offers. Acceptance of offers will be made by FAX, filed at Washington, D.C., not later than midnight, local time, the seventh day following the day for receipt of offers. The official time of award is the date and time stamped on the contract faxed from the AMS, LS, CP Branch. Transmission of the contract is the official notice that the contract has been awarded. A notice of award will also be issued in the form of a Food Purchase Report (FPR) posted at the USDA's Office of Information, News Division, after **1 p.m., Central Time** on the day of acceptance. Information on awards will be available by telephone to bidders and interested parties promptly following posting of the FPR and electronically through the **USDA, AMS Commodity Procurement Home Page** (see Notice attached). Inquiries may be made to a USDA-AMS Market News office or the Contracting Officer.

Failure to accept an offer will constitute rejection. Filing of the acceptance wire as specified above will result in a binding contract without further action by either party. The actual time of award described herein deviates from 48 C.F.R. 14.408-1.

IV. PROVISIONS OF CONTRACT

The contract consists of Announcement LS-10; the applicable Invitation; Specifications as described in Exhibit A; applicable MGC and ARC Branches' instructions; contractor's or subcontractor's (manufacturer's) technical proposal approved by the Contracting Officer, the AMS Auditor's initial report, contractor's offer including SF-129 and Appendix-1; the acceptance by USDA; USDA-1, and the Federal Acquisition Regulations, 48 CFR Section et. seq. The following USDA-1 articles are excluded: Articles 34, 49, 50, 64(c), and all of Part E.

Contracts awarded on products identified in Exhibit A as purchased on a delivery period basis are hereby amended to change all references to "shipment" or "shipping" to "delivery" in Articles 56(a), 65, and 67 of USDA-1.

If the provisions of contract documents are not consistent, the following priority order will prevail: Invitation, Announcement, Specifications as prioritized in Exhibit A, contractor or subcontractor's technical proposal approved by the Contracting Officer, AMS Auditor's initial report, Appendix-1, Federal Acquisition Regulations, and USDA-1.

V. PRODUCT SPECIFICATIONS, CERTIFICATION, AND AUDIT SERVICES

- A. Specifications for beef items are identified in the Exhibit A. If documents are amended, the Exhibit A, will be updated to include appropriate references.

AMS certification agents, under the direction of the LS Program, will perform all applicable examinations and tests as required. AMS agents will conduct all certification services in accordance with the applicable MGC Branch Instruction(s). The cost of all certification services performed by the AMS certification agents involving examinations, supervision, official documentation, and related services (including charges for microbiology and fat content analyses) must be borne by the contractor.

AMS auditors, under the direction of the LS Program, will perform audit services on the portions of the contractor's approved technical proposal that are not under the control of the AMS certification agent. The frequency of the audits will occur, at a minimum, once per month or when applicable, once per contract.

- B. For certification services (other than those charges associated with Audits), AMS will pay per diem and travel expenses including travel time involved in transporting the AMS agents from a duty point into the area of a contractor's or subcontractor's plant. However, payment of these charges by USDA will only be made when the services rendered by an AMS agent are directly related to production for specific, outstanding contracts. When the services of the AMS agent are performed for the account of a subcontractor, the serial contract number in which the product will be used must be declared to the AMS agent. Per diem and travel expenses will be prorated to the contractor for any official services performed by the AMS agent not related to acceptance of USDA-purchased commodities to which these provisions apply.

The cost of all AMS audits required by the ARC Branch, including per diem and travel expenses, must be borne by the contractor or subcontractor.

- C. All local travel and travel time will be charged to the contractor or subcontractor in accordance with the applicable MGC and ARC Branches' instructions and regulations. The regular hourly rate and established fees for required laboratory analyses will be charged as applicable.
- D. Laboratory fees incurred for testing of the boneless beef samples and ground beef items for the microbial requirements specified in the TRS GB, dated May 2004 will be paid by AMS. Fees associated with the AMS process assessment sample for fat as specified in the TRS-GB, dated May 2004 will be paid by AMS.
- E. Questions concerning charges and the availability of AMS agents should be discussed with the Office of Field Operations, Denver, Colorado (720) 497-2520.
- F. Questions concerning AMS auditors should be discussed with the ARC Branch in Washington, D.C. on (202) 690-0406.

The full cooperation of all contractors and subcontractors will be required in planning production and shipping schedules to permit maximum effective utilization of AMS certification agents and to minimize travel and per diem costs. Contractors or subcontractors will be expected to use AMS certification agents assigned on a full-time basis. In those instances where local operating conditions will not permit them to fully utilize the AMS agent's time each day and on successive days, contractors or subcontractors may be required to enter into a short-term commitment agreement in which they agree to pay for a minimum of 8 hours per day for a specified period of time.

VI. LOSS DUE TO DETERIORATION, SPOILAGE, OR RECALL

A. Loss Due to Deterioration or Spoilage

The contractor shall be held liable for losses due to deterioration or spoilage for which he or she is responsible, which are discovered within 6 months of the date of delivery to USDA, in accordance with the provisions of Article 61 of USDA-1.

B. Liabilities Due to Product Recalled for Health or Safety Risk

In accordance with Article 60 of USDA-1, the contractor shall be held liable for failure of the commodity to meet all of the contract and specifications requirements. In the event product is recalled due to a health or safety risk, the contractor is responsible for removal and replacement of recalled products and reimbursement of State and local costs incurred as a result of the recall, as outlined in the Food and Nutrition Service's (FNS) Commodity Holds and Recall Process (see below). These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities.

If product under contract is to be delivered to a facility for further processing under contract with a State and the product is recalled, it will be handled in accordance with the FNS's Commodity Holds and Recall Process. A copy of this report can be obtained at the following web address: <http://www.fns.usda.gov/fdd/foodsafety/hold-recallpros.pdf>

VII. INSPECTION AND CHECKLOADING

The contractor will not ship/deliver the product before receipt of shipping/delivery instructions from the Farm Service Agency (FSA), Kansas City Commodity Office (KCCO) or before the product has been inspected by the AMS agent and found to meet contract specifications.

Checkloading by an AMS certification agent as described in Article 55 of USDA-1 is at the option of the contractor. If checkloading is performed by an AMS certification agent, as described in Option 1 below, contractor may submit an invoice for payment prior to actual delivery; provided, the product is shipped by commercial carrier 5 days in advance of the NLT on the N/D (See Section I.C.), and transportation is provided by common carrier. If transportation is provided by other than common carrier, the contractor must attach to the contractor's invoice a receipted copy of the appropriate delivery document evidencing date of delivery and quantity received at the destination specified in the contract.

Option 1- AMS Checkloading

At the request of the contractor, an AMS certification agent (on a fee basis) will checkload the product at the time of shipment and perform the following duties as described in the TRS:

1. Conduct an examination for temperature;
2. Conduct an external condition of container examination;
3. Supervise the loading and sealing of each truck; and
4. Issue a Final Acceptance certificate that may be used for payment purposes.

Option 2 - Contractor Checkloading

Contractor will perform checkloading examinations as described in the TRS at the time of shipment and issue contractor's certificate to accompany each shipment that includes all of the following information:

1. Contract Number;
2. N/D Number;
3. Name of product;
4. Shipping Date;
5. Production lot number(s) and date each lot was produced;
6. Count of shipping containers and total projected net weight in each production lot;
7. Identity of car or truck (car numbers and letters, seals, truck license, etc.) as applicable
8. Contractor certification that product conforms with the TRS;
9. Count and projected net weight verified; and
10. Signature of company official responsible for checkloading.

VIII. SHIPMENT AND DELIVERY--TRANSFER OF TITLE

A. Delivery/Shipping Requirements

Shipment and delivery must be made in accordance with this Announcement, the applicable Invitation, Articles 56, 57, and 64(b) of USDA-1, and the N/D (Form KC-269) issued by KCCO. The contractor must closely follow delivery notification instructions contained in the N/D. Such shipment/delivery notification is vital to proper execution of shipment, particularly in cases of minimal transit time.

The contractor must notify State distributing agencies and consignees of delivery or shipment. For rail shipment, notification must be made on the day of shipment. For truck delivery or shipment, notification of the estimated arrival time should be made as far in advance of delivery as possible. In addition, for truck or piggy-back shipment, the contractor must request and keep scheduled appointments. **Unloading appointments for truck or piggy-back deliveries or shipment must be requested from the consignee contact party(s) at least 24 hours in advance of delivery.** If product is shipped using an AMS agent to checkload as described in shipping Option 1, Section VII., Inspection and Checkloading, a copy of the original USDA Agricultural Products Acceptance Certificate must accompany each delivery so that it will be easily available to the warehouse person or consignee (as applicable) upon arrival. If the contractor performs checkloading as provided by Option 2 in Section VII, the contractor must include with each delivery the contractor's certificate and a signed bill of lading or other commercial documentation evidencing the quantity shipped with each delivery. If product is shipped in other than a commercial carrier and a bill of lading is not issued, the contractor's checkloading certificate must document quantity shipped and contractor must obtain a commercial receipt (i.e., warehouse receipt) signed by recipient agent evidencing date of delivery and quantity of product received.

B. Tolerances

Tolerances are as shown in Exhibit A.

C. Early Delivery or Shipment Requests

Requests for permission to deliver or ship in advance of the "Not-Earlier-Than" date given in the N/D must be made to KCCO and approval will be granted if consignee is willing to accept product early and the contractor arranges for the availability of an AMS certification agent to perform necessary checkloading and final acceptance duties and provides to KCCO the assurances required by KCCO of that arrangement.

D. Transfer of Title

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated documentation such as the **commercial bill of lading**, warehouse receipt, dock receipt, or other similar signed and dated document evidencing delivery. If the contractor has the product in storage and transfer of title is requested, title will pass to USDA as evidenced by the commercial bill of lading or after final certification of the shipping unit by an AMS agent. The contractor is responsible for any shortage or damages as evidenced by the **commercial bill of lading, FNS-57 report**, or other commercial receipt evidencing delivery of product.

IX. LIQUIDATED DAMAGES

A. Compensation to Contractor for Late Mailing of N/D

Liquidated damages for delay in shipment or delivery due to late mailing of the N/D will be payable in accordance with Article 65 of USDA-1 and will be at the rate of 25 cents per hundredweight **net per calendar day**.

B. Compensation to USDA for Delays in Delivery and Shipment

Timely delivery is important to fulfill the nutritional and dietary needs of persons consuming frozen beef products under the Child Nutrition and other Federal food and nutrition programs and for the efficient and proper administration of these programs. Liquidated damages for **delay in shipment or delivery** are payable at the rate of 25 cents per hundredweight for frozen beef products net per day in accordance with Article 67 of USDA-1. For the purpose of assessing liquidated damages for delay in delivery, the date shown on the **bill of lading or other commercial receipt evidencing delivery of product** is considered to be the date of delivery. For the purpose of assessing liquidated damages for **delay in shipment**, the date shown on the acceptance certificate or contractor's checkloading certificate is considered to be the date of shipment.

If delays are caused exclusively by the AMS designated laboratory, the following extension in the shipping or delivery period will be authorized:

Original Sample (delivery period):

- (1) When all production lots included in a delivery unit:
 - (a) Were produced at least 12 calendar days in advance of the last date to deliver without liquidated damages, and
 - (b) The results from the AMS designated laboratory for such samples from these production lots were not made available to the contractor at least 3 business days before the last day to deliver without liquidated damages.

Reserve Sample (delivery period):

- (2) If all production lots included in a delivery unit were produced at least 12 calendar days in advance of the last date to deliver without liquidated damages and the contractor elects to use a reserve sample for any production lot, an added extension in delivery time to the last date of notification of laboratory results plus 3 business days will be authorized when the following are met:
 - (a) The reserve sample is mailed within 1 business day after the contractor was notified of the AMS designated laboratory results on the original sample (if notification is received on a Saturday, the reserve for sample is to be mailed no later than the next business day), and
 - (b) The AMS designated laboratory results for the reserve sample indicates the product is in compliance with specifications.

The Contracting Officer, upon verification of all supporting documentation and information submitted by the contractor, will authorize the extension of the delivery period for that delivery unit to the date when the last results of the analyses of any original samples were reported to the contractor plus 3 business days to allow time for checkloading, final inspection, and delivery.

Original Sample (shipping period):

- (3) When all production lots included in a delivery unit:
 - (a) Were produced at least 10 calendar days in advance of the last date to ship without liquidated damages, and
 - (b) The results from the AMS designated laboratory for such samples from these production lots were not made available to the contractor at least 2 business days before the last date to ship without liquidated damages.

Reserve Sample (shipping period):

- (4) If all production lots included in a delivery unit were produced at least 10 calendar days in advance of the last date to ship without liquidated damages and the contractor elects to use a reserve sample for any production lot, an added extension in shipping time to the last date of notification of AMS designated laboratory results plus 2 business days will be authorized when the following points are met:
- (a) The reserve sample is mailed within 1 business day after the contractor was notified of results on the original sample (if notification is received on a Saturday, the reserve sample is to be mailed not later than the next business day), and
 - (b) The AMS designated laboratory results for the reserve sample indicates the product is in compliance with specifications.

The Contracting Officer, upon verification of all supporting documentation and information submitted by the contractor, will authorize the extension of the shipping period for that shipping unit to the date when the last results of the analyses of any original samples were reported to the contractor plus 2 business days to allow time for checkloading and final inspection.

FOOTNOTE:

Allowing sufficient time to complete all required original analyses is the responsibility of the contractor. Appropriate consideration should be given to this factor in submitting offers and planning production schedules so that delays in shipment or delivery and resulting liquidated damage assessments can be avoided.

X. INVOICES AND PAYMENT**A. Delivery Period--For Products Identified in Exhibit A as Purchased on a Delivery Period Basis:**

Invoicing and payment will be handled in accordance with Article 70 of USDA-1, except that a properly prepared invoice consists of the following:

- (1) Invoicing as provided for on the N/D (Form KC-269) or commercial invoice form;
- (2) Original USDA Agricultural Products Acceptance Certificate or contractor's checkloading certificate issued at time of shipment; and
- (3) Commercial Bill of Lading or other commercial receipt signed by recipient agent evidencing date of delivery and quantity of product received.

B. Shipping Period--For Products Identified in Exhibit A as Purchased on a Shipping Period Basis:

1. AMS Checkloading (Section VII. - Option 1)

If product is checkloaded by an AMS agent and **shipped by common carrier 5 days in advance** of the NLT on the N/D, contractor may invoice at the time of shipment. A properly prepared invoice consists of the following:

- (1) Invoicing as provided for on the N/D (Form KC-269) or commercial invoice form;
- (2) Commercial bill of lading signed by carrier's agent; and
- (3) Original USDA Agricultural Products Acceptance Certificate issued at time of shipment.

2. Contractor Checkloading (Section VII. - Option 2)

- (1) Invoicing as provided for on the N/D (Form KC-269) or commercial invoice form;
- (2) Commercial bill of lading or other commercial receipt signed by recipient agent evidencing date of delivery and quantity of product received; and
- (3) Original of contractor's checkloading certificate.

If a commercial bill of lading signed by carrier's agent is not issued, the invoice package must include a warehouse receipt signed by recipient agent evidencing date of delivery and quantity of product received.

Any loss in transit will be determined by an Over, Short, or Damage Report (FNS-57) filed by recipient. KCMO will advise contractor of discrepancy and recover loss by setoff from future payments or process a claim.

Contractors performing under a destination shipping period contract are encouraged to instruct carriers to return bills of lading or other commercial receipts signed by recipient agents evidencing the date and quantity of product received to avoid conflicts. If there is a conflict discovered after delivery, the Bill of Lading signed by the recipient representative will prevail unless the discrepancy is due to damage not discernable at time of delivery.

C. Invoice Mailing & Interest

1. The invoice package must be mailed or delivered to Kansas City Management Office (KCMO) at the address listed in Section XI of the Announcement. The outside of the package should be marked:

**"Prompt Pay Provisions Apply--Meat Product
Attn: Vendor Invoice Payment Section."**

2. Interest will be paid in accordance with the provisions of the Prompt Payment Act, 31 USC 3901 et seq., if payment is made beyond the seventh day after the date of delivery. For payment purposes, the date of delivery will be the receipt date by KCMO of a properly prepared invoice.

D. Electronic Payment

USDA payments must be made directly to a financial banking institution. To receive payments electronically, complete the Attached Form SF-3881, ACH Vendor Payment Enrollment Form and submit to the KCMO, Commodity Financial Operations Division, Inventory Control Branch; Telephone (816) 926-6988 or access the form via the Internet at: <https://pcsd.usda.gov:3076/finance/>.

USDA will no longer issue a paper copy of the disbursement statement. Complete the attached address information form, which identifies payment disbursement statement address as well as other needed information.

XI. INQUIRIES

Inquiries pertaining to this solicitation and applicable documents should be directed to:

Contracting Officer
Livestock and Seed Program
Agricultural Marketing Service
U.S. Department of Agriculture
Stop 0253, Room 2610-South Building
1400 Independence Avenue, SW
Washington, D.C. 20250

Telephone: (202) 720-2650

Inquiries concerning **shipping instructions** should be directed to:

Director, Kansas City Commodity Office (KCCO)
Farm Service Agency
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, MO 64141-6205

Telephone: (816) 926-6062

Inquiries concerning **payments** should be directed to:

Director, Kansas City Management Office (KCMO)
Farm Service Agency
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, MO 64141-6205

Telephone: (816) 926-6205

/s/ William T. Sessions (5/21/04)
Associate Deputy Administrator
Livestock and Seed Program
Agricultural Marketing Service

Attachments



United States
Department of
Agriculture

Agricultural
Marketing
Service

Stop 0253-Room 2610-S
1400 Independence Avenue, SW
Washington, DC 20250

EXHIBIT A DATED MAY 2004
PAGE 1 OF 1

CHECKLIST AND REFERENCES TO APPLICABLE BID AND CONTRACT PROVISIONS ANNOUNCEMENT LS-10, FOR FROZEN BEEF PRODUCTS

PRODUCT DESCRIPTIONS (SECTION 1. A. (GENERAL))					BID/CONTRACT PROVISIONS				
Product/ Commodity Box Code	Specifications Listed in Priority Order	Commodity Purchase Code	Packaging and Packing	Minimum Offer Unit Size/Shipping Unit	Tolerance Section VIII. B.	Shipping/Delivery Period Section II.C.; IV and VIII	Federal/State Plants Section I.D.3.	Competition (See Invitation)	Payment Section X
Ground Beef A-608	Technical Requirements Schedule - GB- 2004, Ground Beef Items, Frozen, May 2004	25-13-40	10 pound packages packed 40 lbs. Net weight (18.1 kg) per shipping container	40,000 lbs. 1000 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Full & Open	Upon Shipment X.B.
Ground Beef A-609		25-13-41	Packed in 1-pound packages to a net weight of 40 lbs. (18.1 kg) per shipping container	40,000 lbs. 1000 cases	NONE	12-day delivery period	Federal Plants Only	Full & Open	Upon Delivery X.A.
Coarse Ground Beef A-594		25-10-61	Packed into a shipping container (without bags or liners) to a net weight of 60 lbs. (27.2 kg) Containers must be wax impregnated or interior panels wax lined or plastic film laminated.	42,000 lbs. 700 cases	NONE	First Half/Last Half of month shipping period	Federal Plants Only	Small business set aside	Upon Shipment X.B.
Ground Beef- Irradiated A-579		25-24-20	10 pound packages packed 20 lbs net weight per shipping container	40,000 lbs 2000 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Full & Open	Upon Shipment X.B.
Ground Beef Patties (100%) A-626		25-15-40	3 ounce (85.0 g) portions, 40 lbs. Net weight (18.1 kg) per shipping container, IQF required	38,000 lbs. 950 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Small business set aside	Upon Shipment X.B.
Ground Beef Patties with Vegetable Protein Product A-616		25-14-40	3 ounce (85.0 g) portions, 40 lbs. net weight (18.1 kg) per shipping container, IQF required	38,000 lbs. 950 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Small business set aside	Upon Shipment X.B.
Lean Beef Patties A-627		25-17-40	3.0 ounce (85.0 g) portions, 40 lbs. Net weight (18.1 kg) per shipping container, IQF required	38,000 lbs. 950 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Small business set aside	Upon Shipment X.B.
Ground Beef Patties (100%) Irradiated A-578		25-23-20	3 ounce (85.0 g) portions, 1-20lbs or 2-10 lb sealed packages packed to 20 lbs. Net weight (9.05 kg) per shipping container, IQF required	38,000 lbs. 1900 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Full & Open	Upon Shipment X.B.

DATE: FROZEN BEEF PRODUCTS, ANNOUNCEMENT LS-10, INVITATION NO. __:

The U.S. Department of Agriculture (USDA) invites offers pursuant to ANNOUNCEMENT LS-10 to sell frozen beef products for use in the National School Lunch Program and other Federal food and nutrition programs. Purchases will be made on an f.o.b. destination basis indicated below. Destination quantities listed are estimates and are subject to adjustment based on offerings, changes in recipient needs, market conditions, and program operations.

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

Offers for beef patties are solicited only from small business concerns. Offers for this product received from concerns that are not classified as small businesses shall be considered nonresponsive and will be rejected. Any award made for beef patties under this Invitation will be made to a small business concern. For the meatpacking industry, a concern with less than 500 employees is classified as a small business under the size standards established by the Small Business Administration.

The term "small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under criteria set forth in the regulations of the Small Business Administration (13 C.F.R. 121). In addition to meeting these criteria, a manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.

All offers must be in the format prescribed in LS-10 and be submitted via the internet and must be received by 1:30 p.m., CENTRAL TIME, Friday, ____, 2004. Acceptances will be announced by midnight, Friday, ____, 2004. Shipments must be made between ____ and ____, 2004.

Offerors must be assigned a Logon ID by USDA to access the site. The internet address is: <https://pcsd.usda.gov:3077/mdbc1000.exe?> Once connected, follow the online procedures. A "HELP" button provides detailed instructions or call 202-720-2650 for assistance.

Inquiries about ANNOUNCEMENT LS-10 or this Invitation should be directed to the Contracting Officer, Livestock and Seed Program; USDA, AMS, Room 2610-South; Mail Stop 0253; 1400 Independence Avenue, SW; Washington, D.C. 20250-0253. Telephone: (202) 720-2650; FAX (202) 720-9538.

- MORE -

ANNOUNCEMENT : LS-10

INVITATION : 099

COMM GROUP : 25 BEEF FROZEN

COMM TYPE : 13 BEEF, FINE GROUND, FROZEN

PACK SIZE : 40 40-LB CONTAINER

ITEM NO.	DESTINATION CITY ST	TRANS RESTR	QUANTITY (LBS)
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SHIPPING PERIOD 09/02/04-09/16/04

001	VANDIVER AL	TRUCK ONLY	80,000
002	DURAND GA		400,000
003	PALMDALE FL		200,000

TOTAL QUANTITY FOR COMMODITY TYPE 680,000

COMM TYPE : 15 FROZEN BEEF PATTIES, 100% BEEF

PACK SIZE : 40 40-LB. CONTAINER

SET ASIDE FOR SMALL BUSINESS CONCERNS

ITEM NO.	DESTINATION CITY ST	TRANS RESTR	QUANTITY (LBS)
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SHIPPING PERIOD 09/02/04-09/16/04

004	VANDIVER AL	TRUCK ONLY	76,000
005	DURAND GA		380,000
006	PALMDALE FL		190,000

TOTAL QUANTITY FOR COMMODITY TYPE 646,000

TOTAL QUANTITY FOR INVITATION 1,326,000

CONTRACTING OFFICER

SOLICITATION MAILING LIST APPLICATION				1. TYPE OF APPLICATION		2. DATE		OMB No.: 9000-0002	
				<input checked="" type="checkbox"/> INITIAL <input type="checkbox"/> REVISION		5/26/98		Expires: 10/31/97	
NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction. Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.									
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME USDA, AMS, Livestock and Seed Program			4. APPLICANT	a. NAME Lakeshore Meat FI No. 7999 TIN No 9734565837				
	b. STREET ADDRESS Room 2610-South, P.O. Box 96456				b. STREET ADDRESS 1275 Corwith Avenue		c. COUNTY EI 197643		
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20090-6456		d. CITY Calumet		e. STATE IL	f. ZIP CODE 67345	
5. TYPE OF ORGANIZATION (Check one)				6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)					
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF: Illinois				a. STREET ADDRESS Same as #4 b. COUNTY c. CITY d. STATE e. ZIP CODE					
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS									
a. PRESIDENT George Coates			b. VICE PRESIDENT Martha Jersild			c. SECRETARY Robert Olson			
d. TREASURER Walter Schnaak			e. OWNERS OR PARTNERS Shareholders of the Corporation						
8. AFFILIATES OF APPLICANT									
NAME		LOCATION				NATURE OF AFFILIATION			
Broadview Foods, TIN No. XXXXXXXXXX FI No. 2121		7893 Dolton Ave., Highland, IL 67347				Parent Company			
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)									
NAME		OFFICIAL CAPACITY				TELEPHONE NUMBER			
						AREA CODE		NUMBER	
Edgar Kauffman		Sales Manager				611		796-1992	
Andrew Terrill		Production Manager				611		796-1992	
10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)									
Commodity		Current Weekly Prod.		Additional Capacity		% available for USDA Contracts			
Ground Beef		500,000		250,000		40%			
Boneless Beef		500,000		250,000		40%			
11a. SIZE OF BUSINESS (See definitions on reverse)			11b. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS			
<input checked="" type="checkbox"/> SMALL BUSINESS (If checked, complete items 11b and 11c) <input type="checkbox"/> OTHER THAN SMALL BUSINESS			125			\$ 29,456,000.00			
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)			13. TYPE OF BUSINESS (See definitions on reverse)						
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS			<input checked="" type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT						
14. DUNS NO. (If available)			15. HOW LONG IN PRESENT BUSINESS?						
02-787396			68 years						
16. FLOORSPACE (Square Feet/M ²)									
a. MANUFACTURING			b. WAREHOUSE			a. DATE		b. AMOUNT	
44,000			150,000 * See Below			December 31, 1997		\$ 7,537,662.89	
18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)									
FOR		TOP SECRET	SECRET	CONFIDENTIAL	c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES			d. DATES GRANTED	
a. KEY PERSONNEL									
b. PLANT ONLY									
The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.									
19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)					20. SIGNATURE			21. DATE SIGNED	
George Coates								05/26/98	
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)									
President									
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable					* Robertson Bonded Warehouse 834 Bellwood Avenue Irondale, IL 59571			STANDARD FORM 129 (REV. 12-98) Prescribed by GSA - FAR (48 CFR) 53.214(s)	

10. If additional space is needed, attach separate list of USDA commodities which you intend to offer.

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS (See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS (See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS (See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.

ANNOUNCEMENT LS-10

EXHIBIT D

SAMPLE OFFER ELECTRONICALLY SUBMITTED

Submitted at: 02/01/2004 - 10:19:19 am Central Time

JOHN JONES PACKING CO.
22 MAIN STREET
BERWYN, MAINE 55507

LS-10/100, FROZEN BEEF

Authorized Changes and Comments						
Date	Time	USDA ID			Comments	
Plant 01- Jones Meat Packers, 224 Main Street, Berwyn, ME						
Shipping Point 01- Jones Meat Packers, 224 Main Street, Berwyn, ME						
BEEF-FROZEN FINE GROUND- FULL AND OPEN COMPETITION						
Line Item	Pack Size	Destination	Shipping Period	Est. LBS	Price/LBS	Tran Mode
001	40LB CTN	VANDIVER, AL	06/01/2004 - 06/15/2004	80,000	1.1125	Truck
002	40LB CTN	DURAND, GA	06/01/2004 - 06/15/2004	400,000	1.1175	
003	40LB CTN	PALMDALE, FL	06/01/2004 - 06/15/2004	200,000	1.1350	

Constraints				
Const #	Max Qty	Plant Location	Shipping Period	Product
1	15	01- Jones Meat Packers	06/01/2004 - 06/15/2004	BEEF-FROZEN FINE GROUND, 40 LB CTN
Certifications				
For this bid your company is designated as: SMALL BUSINESS				
Question			Answer	
01) By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-10; Inv. 100; Exhibit A, dated May 2004; Contractor's Technical Proposal approved by the Contracting Officer; AMS audit team's initial report; USDA 1, Rev. 2, and Amnds 1, 2, 3, and 4 (Both boxes must be selected)			HAS DOES	
02A) Annual Representations, Certifications and Warranties (Appendix 1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy)			06/30/04	
02B) If Appendix HAS been amended, enter date amended or N/A.			N/A	
03) Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.			DOES	
04) All product required under existing USDA contract(s) or subcontract(s) with a Not Later Than Date prior to this bid opening HAS been delivered.			NO EXISTING CONTRACTS	
05) By submitting this bid, offeror certifies that all product conforms with the Technical Requirements Schedule, and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.			DOES	
06) Show name, title, fax number, and phone number of person submitting bid (must be an authorized company representative).			Edgar Kaufmann, President, Fax 705-347-8333 Phone 705-347-1715	

High Bid Price: 1.1350 Line Item: 003
Low Bid Price: 1.1125 Line Item: 001
Sum of Bid Prices: 3.3650

SAMPLE OFFER WIRE OR LETTER FOR MAXIMUMS BY TYPE AND OVERALL MAXIMUMS

Format to follow only in the event of USDA system failure or an Offeror's ISP is unavailable at the time of bid closing.

NOTE: Fax bids must be authorized the Contracting Officer prior to submission in the event of a USDA system fail or company ISP is unavailable.

The following example shows how offer wires or letters may be submitted giving all essential details in the briefest possible manner. Basic to this procedure is a number identification with each line item of information required in the offer. (See format in Section II E of Announcement LS-10).

Address to: Contracting Officer, Livestock and Seed Program
USDA, AMS, Room 2610-South
Agricultural Marketing Service
Mail Stop 0253
Washington, D.C. 20250
Telephone: 202-720-2650

Section 1--General

- | | | | | | | | | | | |
|---------------------|--|-------------------|-----------------------|--------------------|--------------------|-----------------|-----------------|---------------------|---------------------|--|
| 1. | John Jones Packing Co.
22 Main Street
(P.O. Box 123)
Berwyn, Maine 55507 | TEL. 705-347-1715 | | | | | | | | |
| 2. | LS-10/01, Beef Frozen | | | | | | | | | |
| 3. | <table border="0"> <tr> <td>Plant</td> <td>Shipping Point</td> </tr> <tr> <td>Jones Meat Packers</td> <td>Jones Meat Packers</td> </tr> <tr> <td>224 Main Street</td> <td>224 Main Street</td> </tr> <tr> <td>Berwyn, Maine 55501</td> <td>Berwyn, Maine 55501</td> </tr> </table> | Plant | Shipping Point | Jones Meat Packers | Jones Meat Packers | 224 Main Street | 224 Main Street | Berwyn, Maine 55501 | Berwyn, Maine 55501 | |
| Plant | Shipping Point | | | | | | | | | |
| Jones Meat Packers | Jones Meat Packers | | | | | | | | | |
| 224 Main Street | 224 Main Street | | | | | | | | | |
| Berwyn, Maine 55501 | Berwyn, Maine 55501 | | | | | | | | | |

Section 2--Offer Form

- | | | |
|---------------------------|--------------------------------|-----------------------|
| 1. | Bulk Beef | ALTERNATE FORMAT |
| (1) | Vandiver, AL, \$1.1125 per lb. | (1) \$1.1125 per lb. |
| (2) | Durand, GA, \$1.1175 per lb. | (2) \$1.1175 per lb. |
| (6) | Roscoe, TX, \$1.1350 per lb. | (6) \$1.1350 per lb. |
| Beef Patties 100% | | |
| (8) | Vandiver, AL, \$1.2536 per lb. | (8) \$1.2536 per lb. |
| (9) | Durand, GA, \$1.2532 per lb. | (9) \$1.2532 per lb. |
| (10) | Palmdale, FL, \$1.2537 per lb. | (10) \$1.2537 per lb. |
| Beef Patties w/VPP | | |
| (11) | Bellevue, OH, \$1.0877 per lb. | (11) \$1.0877 per lb. |
| (12) | Kalkaska, MI, \$1.0787 per lb. | (12) \$1.0787 per lb. |
| (13) | Roscoe, TX, \$1.0674 per lb. | (13) \$1.0674 per lb. |
| Beef Patties Lean | | |
| (14) | Dallas, TX, \$1.4788 per lb. | (14) \$1.4788 per lb. |

Section 3--Constraints

- | | | |
|--|------------------------------|------------------------|
| 1. | Maximum to be awarded | Shipping Period |
| 15 offer units, 600,000 pounds; ground beef for shipping period 09/01/04-09/15/04 | | |
| 15 offer units, 600,000 pounds; ground beef for shipping period 09/16/04-09/30/04 | | |
| 15 offer units, 570,000 pounds; beef patties 100% for shipping period 09/01/04-09/15/04 | | |
| 10 offer units, 380,000 pounds; beef patties w/vpp for shipping period 09/01/04-09/15/04 | | |
| 5 offer units, 190,000 pounds; beef patties lean for shipping period 09/16/04-09/30/04 | | |
| Total overall patties---15 offer units, 570,000 | | |
| Total overall invitation---30 offer units | | |

Section 4--Certifications

1. Small Business
2. HAS, DOES
3. (a) 06/30/04 (date Appendix 1 was signed by Offeror)
(a) N/A
4. DOES
5. NO EXISTING CONTRACTS
6. DOES
7. Edgar Kaufmann, President, Tel. 705-347-1715; FAX 705-347-8333
(SIGNATURE REQUIRED)

ANNOUNCEMENT LS-10**EXHIBIT F****SAMPLE OFFER WIRE OR LETTER FOR MULTIPLE PLANTS**

Format to follow only in the event of USDA system failure or an Offeror's ISP is unavailable at the time of bid closing.

NOTE: Fax bids must be authorized the Contracting Officer prior to submission in the event of a USDA system fail or company ISP is unavailable.

The following example shows how offer wires or letters may be submitted giving all essential details in the briefest possible manner. Basic to this procedure is a number identification with each line item of information required in the offer (See format in Section II E of Announcement LS-10)

Address to: Contracting Officer, Livestock and Seed Program
 USDA, AMS, Room 2610-South
 Agricultural Marketing Service
 Mail Stop 0253
 Washington, D.C. 20250
 Telephone: 202-720-2650

Section 1--General

1. John Jones Packing Co. TEL. 705-347-1715
 22 Main Street
 (P.O. Box 123)
 Berwyn, Maine 55507
2. LS-10/01, Beef Frozen
3.

Plant 1 Jones Meat Packers 224 Main Street Berwyn, Maine 55501	Shipping Point Jones Meat Packers 224 Main Street Berwyn, Maine 55501
Plant 2 Smith Meat Company 337 Riva Street Boston, MA 57701	Shipping Point Smith Meat Company 337 Riva Street Boston, MA 57701

Section 2--Offer Form

PLANT NO. 1

1. **Bulk Beef** ALTERNATE FORMAT

(1) Vandiver, AL,	\$1.1125 per lb.	(1) \$1.1125 per lb.
(2) Durand, GA,	\$1.1175 per lb.	(2) \$1.1175 per lb.
(6) Roscoe, TX,	\$1.1350 per lb.	(6) \$1.1350 per lb.
- Beef Patties 100%**

(8) Vandiver, AL,	\$1.2536 per lb.	(8) \$1.2536 per lb.
(9) Durand, GA,	\$1.2532 per lb.	(9) \$1.2532 per lb.
- Beef Patties w/VPP**

(11) Bellevue, OH,	\$1.0877 per lb.	(11) \$1.0877 per lb.
(12) Kalkaska, MI,	\$1.0787 per lb.	(12) \$1.0787 per lb.
- Beef Patties Lean**

(14) Dallas, TX,	\$1.4788 per lb.	(14) \$1.4788 per lb.
------------------	------------------	-----------------------

PLANT NO. 2

1. **Bulk Beef** ALTERNATE FORMAT

(1) Vandiver, AL,	\$1.1125 per lb.	(1) \$1.1225 per lb.
(2) Durand, GA,	\$1.1175 per lb.	(2) \$1.1215 per lb.
(6) Roscoe, TX,	\$1.1350 per lb.	(6) \$1.1450 per lb.

Section 3--Constraints

- | | |
|--|---|
| 1. Maximum to be awarded

15 offer units, 600,000 pounds; ground beef
15 offer units, 600,000 pounds; ground beef

15 offer units, 570,000 pounds; beef patties 100%
10 offer units, 380,000 pounds; beef patties w/vpp
5 offer units, 190,000 pounds; beef patties lean
Total overall patties---15 offer units, 570,000

Total overall invitation---30 offer units | Shipping Period

09/01/04-09/15/04 Plant 1
09/16/04-09/30/04 Plant 2

09/01/04-09/15/04
09/01/04-09/15/04
09/16/04-09/30/04 |
|--|---|

Section 4--Certifications

1. Small Business
2. HAS, DOES
3. (a) 06/30/04 (date Appendix 1 was signed by Offeror)
 (b) N/A
4. DOES
5. NO EXISTING CONTRACTS
6. DOES
7. Edgar Kaufmann, President, Tel. 705-347-1715; FAX 705-347-8333
(SIGNATURE REQUIRED)

PLANNED PURCHASE SCHEDULE
2004-05

FINE GROUND BEEF PACKED IN 1-POUND PACKAGES WILL BE PURCHASED ON A
RANDOM BASIS ON A 12-DAY DELIVERY PERIOD

INV. NO.	COMMODITY TYPE	BID OPENING	AWARD DATE (NOT LATER THAN)	SHIPPING PERIOD
001	Processing Beef	6/25	7/2	8/01-15
002	Fine Ground and Patties	7/2	7/9	8/01-15
003	Processing Beef	7/9	7/16	8/16-31
004	Fine Ground and Patties	7/16	7/23	8/16-31
005	Processing Beef	7/23	7/30	9/01-15
006	Fine Ground and Patties	7/30	8/6	9/01-15
007	Processing Beef	8/6	8/13	9/16-30
008	Fine Ground and Patties	8/13	8/20	9/16-30
009	Processing Beef	8/20	8/27	10/01-15
010	Fine Ground and Patties	8/27	9/3	10/01-15
011	Processing Beef	9/3	9/10	10/16-31
012	Fine Ground and Patties	9/10	9/17	10/16-31
013	Processing Beef	9/17	9/24	11/01-15 11/16-30
014	Fine Ground and Patties	9/24	10/1	11/01-15 11/16-30
015	Processing Beef	10/1	10/8	12/01-15
016	Fine Ground and Patties	10/8	10/15	12/01-15
017	Processing Beef	10/15	10/22	12/16-31

PLANNED PURCHASE SCHEDULE
2004-05

INV. NO.	COMMODITY TYPE	BID OPENING	AWARD DATE (NOT LATER THAN)	SHIPPING PERIOD
018	Fine Ground and Patties	10/22	10/29	12/16-31
019	Processing Beef	10/29	11/5	01/01-15/05
020	Fine Ground and Patties	11/5	11/12	01/01-15/05
021	Processing Beef	11/12	11/19	01/16-31
022	Fine Ground and Patties	11/29 Monday	12/3	01/16-31
023	Processing Beef	12/3	12/10	02/01-15
024	Fine Ground and Patties	12/10	12/17	02/1-15
025	Processing Beef	01/03/05 Monday	01/07/05	02/16-28
026	Fine Ground and Patties	01/7	01/14	02/16-28
027	Processing Beef	01/14	01/21	03/01-15
028	Fine Ground and Patties	01/21	01/28	03/01-15
029	Processing Beef	01/28	02/4	03/16-31
030	Fine Ground and Patties	02/4	02/11	03/16-31
031	Processing Beef	02/11	02/18	04/01-15 04/16-30
032	Fine Ground and Patties	02/18	02/25	04/01-15 04/16-30

NOTES: The above purchase schedule is for informational purposes only. USDA may change this schedule or cease purchases depending on market or funding considerations. Bidders are cautioned to refer to the applicable Invitation prior to submitting offers.

[Company Name]

[Company Address]

Technical Proposal for: [Announcement Number] and [Specification]

Table of Contents (all pages and attachments must be number and identified—any attachments must be identified and referenced in the Technical Proposal)

The technical proposal should include all phases of production that meets or exceeds the requirements stated in the specification to produce complying product.

I. SCOPE

Brief Description of what the company plans to do to meet the requirements stated in the applicable specification (including the applicable documents).

II. APPLICABLE DOCUMENTS

III. CHECKLIST OF REQUIREMENTS

A. ITEMS - Please provide a brief description of the product that will be addressed in the technical proposal.

B. MATERIAL – Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the material section of the specification.

1. Domestic Origin – (plan, do, check, act)

2. Slaughter Requirements – (plan, do, check, act)

- a)** Non-ambulatory cattle
- b)** Stunning Process
- c)** Pathogen Intervention Steps
- d)** Carcass Testing
- e)** Spinal Cord Removal

3. Boneless Beef Requirements – (plan, do, check, act)

- a)** Quality Control Program (QCP) – **for each boneless beef supplier** – QCP must include at a minimum (plan, do, check, act) for the “Material” section that applies to the production of the boneless beef.
- b)** Lot declaration
- c)** Traceability
- d)** Handling
- e)** Objectionable Materials
- f)** Microbial Testing

4. **Ground Beef Requirements – (plan, do, check, act)**
 - a) Lot declaration
 - b) Traceability
 - c) Handling
 - d) Microbial Testing
 - e) Irradiated Ground Beef – (plan, do, check, act)
5. **Meat Recovery Systems – (plan, do, check, act)**
6. **Desinewed Beef – (plan, do, check, act)**
7. **Ground Beef Patties with Vegetable Protein Product (VPP) – (plan, do, check, act)**
8. **Ground Beef Patties, NTE 10% - Fat – (plan, do, check, act)**
- C. **PROCESSING** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the processing section of the specification.
 1. **Grinding and Blending – (plan, do, check, act)**
 - a) Ground Beef
 - b) Coarse Ground Beef
 - c) Fat Break-Outs
 2. **Bone Collector/Extruder Systems – (plan, do, check, act)**
 3. **Scoring or Waffling of Patties – (plan, do, check, act)**
 4. **Metal Detection – (plan, do, check, act)**
- D. **STATE OF REFRIGERATION** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the State of Refrigeration section of the specification.
 1. **Bulk Packaged Ground Beef Items – (plan, do, check, act)**
 2. **Patties – (plan, do, check, act)**
 3. **Shipping – (plan, do, check, act)**
- E. **FAT LIMITATIONS** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the Fat Limitations section of the specification.
 1. **Sampling and Testing – (plan, do, check, act)**
- F. **PATTY WEIGHT, THICKNESS, AND SHAPE** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the Patty Weight, Thickness, and Shape section of the specification.
 1. **Patty weight – (plan, do, check, act).**
 2. **Patty thickness – (plan, do, check, act)**
 3. **Shape – (plan, do, check, act)**

G. PREPARATION FOR DELIVERY - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the Preparation for Delivery section of the specification.

- 1. Packaging and Packing – (plan, do, check, act)**
 - a)** Fine Ground Beef (Product Code A608)
 - b)** Fine Ground Beef (Product Code A609)
 - c)** Fine Ground Beef-Irradiated (Product Code A579)
 - d)** Coarse Ground Beef (Product Code A594)
 - e)** Ground Beef Patties (Product Codes A616, A626, and A627)
 - f)** Ground Beef Patties-Irradiated - (Product Code A578)
 - g)** Style and Size of Shipping Containers
- 2. Net Weight – (plan, do, check, act)**
 - a)** Fine Ground
 - b)** Coarse ground beef
 - c)** Ground Beef-Irradiated and Ground Beef Patties-Irradiated
- 3. Closure – (plan, do, check, act) - Shipping containers**
- 4. Marking of Containers – (plan, do, check, act)**
 - a)** Ground Beef, 1- Pound Package Labels
 - b)** Shipping Containers

All labeling shall be illustrated in the Offeror's technical proposal.

- 5. Palletized Unit Loads**
- 6. Delivery Unit**

H. USDA QUALITY ASSURANCE - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the USDA Quality Assurance section of the specification.

- 1. Warranty and Complaint Resolution** - (plan, do, check, act)
- 2. Checkloading** – Contractor must declare the Checkloading Option they plan to implement in their Technical Proposal.
 - a) Option 1**
 - b) Option 2** – (plan, do, check, act)

Attachments or Appendixes

Please attach all referenced documents with the applicable document name and reference number.

Please provide an example of the Statistical Process Control Charts and Histograms that the supplier intends to utilize in the production process.

AGRICULTURAL MARKETING SERVICE

FOOD PURCHASE INFORMATION ON THE INTERNET

Suppliers and Recipients of Food Products Purchased by the Department of Agriculture's Agricultural Marketing Service (AMS), an agency in the Marketing and Regulatory mission area, can access information on purchases and offers via the Internet.

USDA HOME PAGE:

[HTTP://WWW.USDA.GOV](http://www.usda.gov)

AMS HOME PAGE:

[HTTP://WWW.AMS.USDA.GOV](http://www.ams.usda.gov)

AMS COMMODITY PROCUREMENT HOME PAGE:

[HTTP://WWW.AMS.USDA.GOV/CP](http://www.ams.usda.gov/CP)

Browser Requirements For DEBES

Netscape 4.07 or above
Internet Explorer 5.0 or above

The browser must be capable of handling 128-bit encryption. To determine this:

In IE, go to **Help/About Internet Explorer**. The display will show:

Cipher Strength: 128-bit

If it does not, you will need to download a new version of the browser from Microsoft at <http://www.microsoft.com/>.

In Netscape, go to **Help/About Communicator**. The display will show:

**This version supports U.S. security with
RSA Public Key Cryptography, MD2, MD5,
RC2-CBC, RC4, DES-CBC,
DES-EDE3-CBC.**

If it does not, you can download a new version of the browser from Netscape at <http://home.netscape.com/download/index.html?cp=djucc4>. Choose the 128-bit Strong Encryption version for your download.

The **Production** site URL address is:

<https://pcsd.usda.gov:3077/mdbc1000.exe?>

The **Vendor Practice** site URL address is:

<https://pcsd.usda.gov:3050/mdbc1000.exe?>

Proxy Servers

Most connection problems are the result of improper browser version, not using 128-bit encryption, and connecting through your corporate proxy server. The proxy server must be set up to allow HTTPS protocol through the appropriate port; Vendor Practice is port 3050 and Production is port 3077.

LIVESTOCK AND SEED PROGRAM

VENDOR REQUEST FOR LOGON IDENTIFICATION (ID) AND PASSWORD
DOMESTIC ELECTRONIC BID ENTRY SYSTEM (DEBES)

COMPANY INFORMATION:

COMPANY NAME		
Street Address		
City	State	Zip Code
Person to receive Vendor ID and password		
Method to receive Vendor ID and password: (Complete one)		
Telephone: _____		
Fax: _____		
E-Mail: _____		
Assign 5-8 digit alpha/numeric personal identification number (PIN) for company: _____ (This code will be used as verification by USDA when assigning or resetting a password)		
NAME AND TITLE OF PERSON REQUESTING LOGON ID: (Must be authorized on SF-129 to sign bids)		
Name _____ Title _____		
Signature _____ Date _____		

TO BE COMPLETED BY USDA:

VENDOR LOGON ID: ("A" and 6 digits)	PASSWORD: (must be changed at first DEBES logon):
Notified: _____ Date: _____ (Company Representative)	
USDA Marketing Specialist:	Date:

Please return this form by FAX to: Contracting Officer, Commodity Procurement Branch, LSP Programs,
(202) 720-9538 FOR INFORMATION CALL (202) 720-2650

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056
Expiration Date 01/31/2000

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY:

United States Department of Agriculture - Commodity Credit Corporation

AGENCY IDENTIFIER:

USDA-FSA-KCMO

AGENCY LOCATION CODE (ALC):

0000-4992-2

ACH FORMAT:

DO NOT COMPLETE THIS

☒ CCD+

☐ CTX

☐ CTP

ADDRESS:

Attn: ACH Disbursements
P. O. Box 419205
Kansas City, Missouri 64141-6205

CONTACT PERSON NAME:

Bob Glenn

TELEPHONE NUMBER:

(816) 926-6988

ADDITIONAL INFORMATION:

FAX Number: 816-823-1364

PAYEE/COMPANY INFORMATION

NAME:

SSN NO. OR TAXPAYER ID NO.:

MAILING ADDRESS:

ENTITY/MASTER-CONTRACT CODE
(If known) (Attach sheet if more space
needed):

DISBURSEMENT STATEMENT MAILING ADDRESS (If different from above):

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐

CHECKING

☐

SAVINGS

☐

LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Could be the same as ACH Coordinator):

TELEPHONE NUMBER:

()

INSTRUCTIONS FOR COMPLETING SF-3881 FORM

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.



United States
Department of
Agriculture

Agricultural
Marketing
Service

STOP 0253, Room 2610-South
1400 Independence Avenue, SW
Washington, DC 20250

ADDRESS INFORMATION FOR AMS COMMODITY PURCHASE PROGRAM

Vendor Name and Address: Contracts will be awarded and mailed to address provided.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Fed. Meat Insp. Est. No. Or State Insp. No. as appropriate:	
	Phone:	Fax:
Payment Disbursement Statement address: Payments to Vendors must be made electronically. To set up electronic transfer, contact the Kansas City Mgmt. Office (816/926-6988) <input type="checkbox"/> ACH <input type="checkbox"/> In Process	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
	Taxpayer Identification No. (TIN #)	
Plant Address: If Vendor address is same for plant, write "Same". If multiple plants, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Plant's Shipping Point Address: If Plant address is same for shipping, write "Same". If multiple shipping points, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Notice to Deliver Address:	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	

Signature & Title (Authorized Company Representative)

Date

PLEASE RETURN THIS FORM PRIOR TO SUBMITTING A BID

Send by FAX to Contracting Officer, Livestock & Seed Program, AMS, USDA; 202/720-9538.

SOLICITATION MAILING LIST APPLICATION				1. TYPE OF APPLICATION		2. DATE		OMB No.: 9000-0002 Expires: 10/31/97	
				<input type="checkbox"/> INITIAL <input type="checkbox"/> REVISION					
NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction. Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.									
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME				4. APPLICANT	a. NAME FI Est. #			
	b. STREET ADDRESS					b. STREET ADDRESS		c. COUNTY	
	c. CITY		d. STATE	e. ZIP CODE		d. CITY		e. STATE	e. ZIP CODE
5. TYPE OF ORGANIZATION (Check one)					6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)				
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:					a. STREET ADDRESS		b. COUNTY		
					c. CITY		d. STATE	e. ZIP CODE	
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS									
a. PRESIDENT			b. VICE PRESIDENT			c. SECRETARY			
d. TREASURER			e. OWNERS OR PARTNERS						
8. AFFILIATES OF APPLICANT									
NAME			LOCATION			NATURE OF AFFILIATION			
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)									
NAME			OFFICIAL CAPACITY			TELEPHONE NUMBER			
						AREA CODE		NUMBER	
10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)									
11a. SIZE OF BUSINESS (See definitions on reverse)			11b. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS			
<input type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS						\$			
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)			13. TYPE OF BUSINESS (See definitions on reverse)			<input type="checkbox"/> SURPLUS DEALER			
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS			<input type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT						
14. DUNS NO. (If available)			TIN #			15. HOW LONG IN PRESENT BUSINESS?			
16. FLOORSPACE (Square Feet/ft ²)						17. NET WORTH			
a. MANUFACTURING			b. WAREHOUSE			a. DATE		b. AMOUNT	
								\$	
18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)									
FOR		TOP SECRET	SECRET	CONFIDENTIAL	c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES			d. DATES GRANTED	
a. KEY PERSONNEL									
b. PLANT ONLY									
The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.									
19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)					20. SIGNATURE			21. DATE SIGNED	
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)									

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 129 (REV. 12-96)
Prescribed by GSA - FAR (48 CFR) 53.214(e)

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS (See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS (See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS (See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.